

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

EARL BROWN, on behalf of himself and all others similarly situated,)
v. Plaintiff,)
TIME WARNER CABLE, INC.; TIME WARNER ENTERTAINMENT – ADVANCE/NEWHOUSE PARTNERSHIP; and TIME WARNER ENTERTAINMENT COMPANY, L.P.)
Defendants.)
Case No. 4:13-CV353-BP

ORDER GRANTING APPROVAL OF FLSA SETTLEMENT

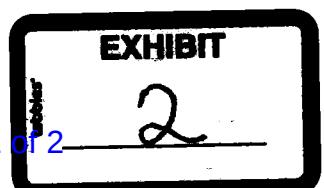
WHEREAS:

A. Plaintiff Earl Brown, in the above-captioned action (the "Litigation"), individually and as Collective Action Representative, and Defendants Time Warner Cable, Inc., Time Warner Entertainment – Advance/Newhouse Partnership and Time Warner Entertainment Company, L.P., by their respective counsel of record, have reached a Settlement Agreement and Release ("Agreement") and moved this Court for approval of the Agreement;

B. This Court has duly considered the submissions presented with respect to the Agreement addressing the collective class claims asserted in the Litigation under state and federal wage and hour law.

NOW THEREFORE, after due deliberation, this Court hereby ORDERS that:

1. This Order (“Approval Order”) will be binding on the Participating Class Members, as defined in the Agreement.



2. The Agreement is fair, reasonable and adequate, is in the best interests of the class, should be, and hereby is, approved, especially in the light of the benefits to the FLSA class accruing therefrom, the substantial discovery and investigation conducted by Class Counsel prior to the proposed Settlement, and the complexity, expense, risks and probable protracted duration of further litigation.
3. Conditional certification of the class is appropriate for purposes of settlement.
4. Notice and claims forms substantially in conformance with those attached to the Agreement shall be mailed to the class within 14 days of this Order.
5. All Participating Class Members shall conclusively be deemed for all purposes to be permanently barred from commencing, prosecuting, or otherwise maintaining in any court or forum any action against the Released Parties any and all Released Claims.
6. This Litigation is hereby stayed until further notice to allow the parties and the Third Party Settlement Administrator to effectuate the terms of the Agreement.
7. If the Agreement has not been voided pursuant to the terms of the Agreement, the Plaintiff, within ten (10) business days after the deadline has passed for Defendants to void the Agreement pursuant to paragraph 45 of the Agreement, shall file a stipulation of dismissal dismissing the case with prejudice as to the Participating Class Members and without prejudice as to the Non-Participating Class Members. Within seven (7) business days after the filing of the dismissal becomes Final (as defined in the Settlement Agreement), Defendants shall pay the amounts due under the terms of the Settlement Agreement.
- 8.

Dated this _____ day of _____,

SO ORDERED:

The Honorable Beth Phillips
United States District Court Judge